

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

RAFAEL MARCHANTE,

Plaintiff,

v.

REUTERS AMERICA LLC, and  
REUTERS NEWS & MEDIA INC.,

Defendants.

Case No. 1:23-cv-08864-DEH

**DECLARATION OF ANNA VALDERRAMA IN SUPPORT OF  
DEFENDANTS' MOTION TO DISMISS**

I, Anna Valderrama, hereby declare under penalty of perjury under the laws of the United States as follows:

1. I respectfully submit this declaration on behalf of Defendants Reuters America LLC and Reuters News & Media Inc. ("Defendants" or "Reuters") in support of Defendants' motion to dismiss.

2. I am currently the General Manager for Europe at Reuters and am employed by Reuters News & Media Spain (together with its predecessor entities, "Reuters España"). I previously served as Chief Producer, Visuals, Iberia and, in that role, I oversaw the services performed by Plaintiff Rafael Marchante for Reuters España.

3. The below is based on personal knowledge, interviews with personnel at Reuters, and review of relevant records.

4. Founded in 1851 and historically headquartered in London, Reuters is a global news agency that provides news and information services to media companies around the world.

Reuters is the news and media business of Thomson Reuters.

5. Reuters legal entities employ and engage photojournalists in over 200 locations worldwide. One such legal entity is Reuters España. Reuters España functions as the Spanish office of Reuters and has its principal place of business in Madrid, Spain.

6. Reuters España engaged Plaintiff as a freelance photographer out of Reuters España's office in Spain. The agreement between Plaintiff and Reuters España attached to the Complaint was negotiated and entered into by Plaintiff in Malaga, Spain.

7. Reuters España directed Plaintiff's engagements from Spain. Plaintiff's assignments for Reuters were limited to coverage of events in Spain, Morocco, and Portugal.

8. In general, over the years, local news teams in Spain, Morocco, and Portugal would decide what current news events they were covering, and the photo editor managing Plaintiff would assign Plaintiff to take photographs related to those events.

9. During the majority of the period Plaintiff performed services for Reuters España, Plaintiff received his assignments from Madrid-based photo editor Paul Hanna. To my knowledge, communications between Plaintiff and Mr. Hanna were in Spanish.

10. From 2019, Plaintiff received his assignments from me. Communications between us were solely in Spanish. At no time did Plaintiff receive assignments from any individual in the United States.

11. Pursuant to his agreement with Reuters España, in exchange for performing assignments, Plaintiff was paid assignment fees. To receive his assignment fees, Plaintiff submitted monthly invoices to his photo editor, which Reuters España processed and paid into his bank account in Spain (or, later, in Portugal).

12. Pursuant to his agreement with Reuters España, Plaintiff also received royalty

fees. The Editorial Operations Manager overseeing the calculation and payment of Plaintiff's royalty fees is based in Spain. Reuters España paid Plaintiff's royalty fees into his bank account in Spain.

13. To my knowledge, any communications between Plaintiff and Reuters España staff about payment of his assignment fees and royalty fees were in Spanish. In my experience, any time a photographer has requested information about their royalty calculations or payments, they received the information, including the relevant royalty report, from the Spain-based Editorial Operations Manager or their relevant photo editor.

14. To my knowledge, all the events alleged in the Complaint that concern the relationship between Plaintiff as a photographer and Reuters España occurred in Spain (or Morocco or Portugal). None occurred in the United States.

15. Reuters licenses photographs via its website Reuters Pictures, [pictures.reuters.com](https://pictures.reuters.com). The Reuters Pictures website is owned by Thomson Reuters Enterprise Centre GmbH, an entity based in Switzerland, and the software on the website is provided by Orange Logic Europe SARL, a company based in France.


16. Reuters España never assigned Plaintiff to cover the news or take photographs in the United States or about events in the United States. Plaintiff never took any photographs for Reuters in the United States and never transmitted photographs from the United States. Defendants never assigned Plaintiff to engage in any activity.

17. Plaintiff only speaks basic English.

18. In October 2023, Reuters News & Media Spain, S.L.U. brought a demand against Plaintiff in the Mercantile Court of Barcelona to confirm the validity of the Royalty Agreement attached as Exhibit A to the Complaint. That action remains pending.

19. Reuters would consent to jurisdiction, but defend the litigation on other grounds, in Spain if Plaintiff were to bring the claims he has asserted in this case there.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on December 4, 2023.



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Anna Valderrama